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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DIANA DIAZ-RIVERA,

Case No. 05-CV-3003 (FB) (CLP)

Plaintiff,

-against-

STIPULATION OF DISCONTINUANCE

TINO HERNANDEZ, as Chairman of the New
York City Housing Authority; the NEW YORK
CITY HOUSING AUTHORITY, and OCEAN
1155 ASSOCIATES, LLC,

Defendants.

IT IS HEREBY STIPULATED AND AGREED, between the parties, by their respective

counsel, that:

- 1) The above-captioned action is discontinued with prejudice and each party will bear his, her or its own costs and attorneys' fees.
- 2) Defendant-Landlord Ocean 1155 Associates LLC ("Landlord") and plaintiff have executed a renewal lease for Apartment 2K at 1155 Ocean Avenue, Brooklyn, NY for a one-year term commencing March 1, 2005 at a monthly rent of \$930.00. Defendant New York City Housing Authority ("Housing Authority") and Landlord, have executed a renewal HAP contract (the premises having passed an inspection) at the same rate of \$930.00 per month retroactive to March 1, 2005 which was determined to be reasonable. The Housing Authority will not pay the Landlord a subsidy on behalf of Plaintiff whether prospectively or retroactively for any period during which Plaintiff's apartment failed to meet federal Housing Quality Standards.
- 3) Plaintiff agrees to withdraw all rent overcharge claims against the Landlord raised in this proceeding and, in exchange, the Landlord agrees to settle any and all claims it may have against

the Plaintiff for alleged unpaid rent, costs or fees through February 28, 2005.

4) Landlord executed a separate stipulation of settlement with the Plaintiff withdrawing the holdover proceeding, L&T Index No. 77454/2005, which was based on the allegation that the Plaintiff failed to sign a renewal lease. Pursuant to said withdrawal, the Landlord will resume acceptance of Plaintiff's Section 8 tenant share of the rent, subject to collection. The Landlord agrees to bill Plaintiff only for her share of the rent and not to carry Section 8 subsidy amount on her rent bill.

5) Facsimile signatures on this document shall be deemed effective for all purposes.

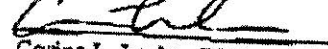
Dated: Brooklyn, New York
August 23, 2005

New York, NY
August 23, 2005

JOHN C. GRAY, ESQ.
Project Director
South Brooklyn Legal Services Inc.
105 Court Street
Brooklyn, NY 11201
(718) 237-5500
Attorneys for Plaintiff

RICARDO ELIAS MORALES
General Counsel
New York City Housing Authority
250 Broadway, 9th Floor
New York, NY 10007
(212) 776-5092
Attorneys for Defendants

By: 
Jani Landry-Reyes, Of Counsel (9504)

By: 
Corina L. Lesko, Of Counsel (4424)

Dated: Brooklyn, New York
August 24, 2005

COHEN, HURKIN, EHRENFELD,
POMERANTZ & TENENBAUM
282 Atlantic Avenue
Brooklyn, NY 11201
(718) 596-9000
Attorneys for Defendant Ocean 155 Assocs. LLC

By: 
Robert Ehrenfeld, Esq.

SO ORDERED

USJ

10/14/05